Residential Gas Customer - SURELOCK 24

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Michigan's program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Contract at any time as allowed in the SureLock 24 Program rules.

Service & Term: XOOM Energy Michigan, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier. The term of this Contract will begin with your first meter read by DTE Gas Company following your confirmation into the SureLock 24 program and will continue for 24 months.

Acceptance into the Program:These terms and conditions are subject to your acceptance into the program by both XOOM and DTE Gas Company. In addition to an email confirmation, a Confirmation Letter, which will include a hard copy of this Contract, will be mailed to you within 7 days of signing this contract with XOOM Energy.

Local Utility Services:XOOM is an alternative gas supplier of natural gas and is not affiliated with DTE Gas Company. DTE Gas Company will continue to deliver your gas, read your meter, make necessary repairs, and send you a bill. DTE Gas Company will also respond to emergencies and provide other basic utility services as required. XOOM Energy is not an agent of DTE Gas Company and DTE Gas Company will not be liable for any of XOOM Energy's acts, omissions, or representations.

Price:Your rate for gas purchases will be a fixed price of $0.4565 per ccf, plus taxes if applicable. You will continue to be responsible for all charges assessed and billed by DTE Gas Company for all services it provides, including customer charges, distribution, fees or taxes specifically associated with services it continues to provide during the term of this Contract.

Continuation Notice:No later than sixty (60) days prior to the end of the term, XOOM will send you a notice describing additional service plan contracts for your consideration, in the event XOOM elects to continue this Contract. If you decide not to choose a new service plan upon the expiration of the term, the price for gas provided under this Contract will become a basic rate plan described in your continuation notice which will continue month-to-month cancellable at any time without penalty by either you or XOOM. XOOM reserves the right, with fifteen (15) days' written notice, to amend this Contract to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Contract.

Termination:You may cancel this Contract with XOOM at any time within thirty (30) days of your signing this Contract ("Cancellation Period") without penalty or cancellation fee by calling XOOM Energy Michigan at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

If you cancel this contract and choose to switch to another supplier, the utility may charge you a

$10 switching fee. If you switch back to the utility for gas service, you must remain with the utility for twelve (12) months.

Moving:When moving to an address within DTE Gas Company's service territory, XOOM will make every effort to transfer your services to your new address provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside DTE Gas Company service territory, or a territory not serviced by XOOM, this Contract will automatically terminate at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Contract and a termination fee may apply in accordance with its terms.

Early Termination Fee:You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase gas in advance of usage in amounts needed to cover the full term of this Contract. You have the right to terminate this Contract at any time. During the first 30 days you can terminate without any cost to you. If you cancel this Contract after 30 days, you will be responsible for paying an early termination fee ("Early Termination Fee") of $100 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your gas to others and related expenses.

Customer Service, Dispute Resolution:If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at http://xoomenergy.com; by sending a letter to: XOOM Energy Michigan, LLC, 804 Carnegie Center, Princeton, NJ 08540 or by sending an email to customercare@xoomenergy.com. For questions about your DTE Gas Company bill, please contact DTE Gas Company directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If a resolution cannot be reached with DTE Gas Company or with XOOM, you may contact the Michigan Public Service Commission for help, toll free, at 1-800-292-9555 (within Michigan) or 1-517-241-6180 (outside of Michigan).

Assignment:This Contract or any XOOM obligations under this Contract are assignable by XOOM to a Michigan licensed Alternative Gas Supplier.

Service Complaints:For service problems you should contact DTE Gas Company by calling: DTE Gas Company Gas at 800.947.5000. IN THE EVENT OF A GAS-RELATED EMERGENCY, SUCH AS A GAS LEAK, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL DTE Gas Company or 911.

Your Authorization to Release Your Information for Use and Sharing: By entering into this contract, you authorize us to act on your behalf under your utility's tariffs in accordance with the rules and regulations of the state public utility commission ("PUC") where you take service. You further acknowledge that this contract provides authorization for your local utility to release all information regarding your energy supply account(s) to us so we can provide the services described herein. This information may include, but is not limited to, usage information, billing determinants, bill cycle, budget billing status, address, account type, tax exemption status, rate service class, load profile, demand data, meter number, special account exceptions, public

assistance status, existence of medical emergencies or disability, tax status and eligibility for economic development or other incentives, standard service status, electronic interval data when available, credit information when applicable, and all other data and information permitted by law to be disclosed to us to provide our services.

We also obtain information about you as outlined in our privacy policy (posted on our website) such as when you voluntarily provide personal information to us, use our website or mobile applications, or when we add information about you to your account profile from publicly available sources.

We will maintain the confidentiality of your personal information including your name, address, telephone number, email, account numbers, energy usage and historic payment information as required by applicable PUC regulations as well as federal and state laws.

Our use and sharing of your information will be consistent with the purposes and uses disclosed in our privacy policy, as amended from time to time and posted on our website. Your information may be disclosed if required by law, such as pursuant to a lawfully issued subpoena or other legal process. Further, you understand that your information may be disclosed to an affiliate or a third-party to provide services or products to you, and any disclosure of such information will be made under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to you or improved products to us. This authorization also allows us to contact you about our other products and services and to share information about your account with any designated rewards partner or with any affiliate, third-party vendor or marketing partner we use to provide services and rewards to you. We reserve the right to share your information with our affiliates and marketing partners, to the extent permitted by law and/or as authorized when you provide your consent.

If you do not wish for us to use or share information about your account in the manner described above, you may cancel this contract by calling us at our contact information listed herein.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Contract if your usage of gas changes substantially or if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented or prohibited from carrying out the terms of this Contract.

Entire Contract:This Contract constitutes the entire contract and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral contracts

and representations made with respect to the subject matter.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Michigan without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays.